

# McNair Law Offices, PLLC

ATTORNEYS AND COUNSELORS AT LAW

February 16, 2023

Randy J. Spencer  
166 Garden Lane  
Franklin, PA 16335

Re: Spencer v. McSparren, et al

Dear Mr. Spencer:

It was a pleasure speaking with you regarding the potential representation in regards to your claims against Cranberry Township, its Supervisors, and its Zoning Officer arising out of the claimed violation of your civil rights by them and the history of singling you out for harsh treatment in violation of your right to the equal protection of the laws. The terms of our representation are outlined below.

Fundamental to a sound relationship is a clear understanding of the nature, scope, terms and conditions of our provision of legal services. Accordingly, the purpose of this letter is to discuss (a) the types of services and scope of representation we will provide, (b) client and attorney responsibilities, (e) billing issues and (d) general terms and conditions. We apologize for the length and formal tone of this letter, but these are all issues that must be addressed at the outset of any attorney-client relationship.

**I. TYPES OF SERVICES AND SCOPE OF REPRESENTATION.** Based upon our discussion on the telephone, it is our understanding that we will represent you in connection with your claims against Cranberry Township, its Supervisors, and its Zoning Officer arising out of the violation of your civil rights by them and the history of singling you out for harsh treatment in violation of your right to the equal protection of the laws.

**II. STAFFING.** I will be the attorney primarily responsible for overseeing your representation. I intend to provide quality legal services in an efficient, economical manner, this goal sometimes necessitates involving other attorneys with the requisite expertise to address specific matters. When appropriate, we will delegate tasks to our paralegals and legal assistants, or separately retain outside counsel.

**III. RESPONSIBILITIES.** In reliance upon information and guidance provided by you, we will provide legal counsel and assistance to you in accordance with this letter, keep you reasonably informed of progress and developments and respond to your inquiries. To enable us to render these services effectively, you agree fully and accurately to disclose to us all facts that may be relevant to the matter or that we may otherwise request, and to keep us apprised of all developments. You also will assist and cooperate with us as appropriate in dealing with the matter.

*[Handwritten signature]*  
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Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee of any particular result.

**IV. FEES, DISBURSEMENTS, AND OTHER CHARGES.** Fees for legal services will be based primarily on the amount of time spent by the attorneys. Each lawyer has an hourly billing rate based generally on his or her experience and any special expertise. The rate multiplied by the time spent, measured in tenths of an hour, will be evaluated by the billing - attorney or staff member as the basis for determining the fee. Applicable current hourly billing rates for your matter will be as follows:

Timothy D. McNair, Esq.	\$275.00
Ashley Rutter - Paralegal	\$100.00

Except as modified in writing, the following provisions will apply to the relationship between my law firm and you as our client:

1. The time for which you will be charged will include, but will not be limited . to, telephone and office conferences with you and others; conferences among our personnel; factual investigation; legal research; responding to your requests to provide information to other advisors and third parties; drafting of letters and other documents; and travel time.
2. In addition to our fees, my firm will be entitled to payment or reimbursement for disbursements and, other charges incurred in performing services such as photocopying, messenger and delivery, excess postage, computerized research, travel, long distance telephone, telecopying and filing fees.
3. Although we may from time to time for your convenience furnish estimates of fees or charges that we anticipate will be incurred on your behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except as otherwise expressly set forth in the engagement letter or otherwise agreed to in writing.
4. Fees, disbursements and other charges will be billed monthly and are payable upon presentation. We acknowledge receipt of an initial retainer of \$10,000.00.
5. As the client, you have the right at any time to terminate our services and representation upon written notice. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and

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disbursements and other charges made or incurred on your behalf prior to the date of termination.

6. We must reserve the right to withdraw from representation with your consent or for good cause. Good cause may include the failure to honor the terms of the engagement letter, the failure to pay amounts billed in a timely manner, the failure to cooperate or follow or advice on a material matter, or any fact or circumstance that would impair an effective attorney- client relationship or would render continued representation unlawful or unethical. If we elect to do so, it is your obligation to take all steps necessary to free our firm of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and our firm will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal.


Each month our bookkeeper will furnish you with a statement describing our services and separately showing disbursements and other charges. There often is an unavoidable delay in reporting disbursements and other charges and, therefore, not all disbursements and charges may be billed at the same time as the related legal services.

If this letter correctly reflects your understanding of the terms and conditions of my representation, please confirm your acceptance by signing in the space provided below and e- mailing or faxing a copy to me.

We are pleased to have this opportunity to be of service and look forward to working with you. If you wish to speak in person before deciding to engage us to assist you, please let us know via e-mail when you would be able to speak with us.

Very truly yours,

MCNAIR LAW OFFICES, PLLC

By:   
Timothy D. McNair, Esquire

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I have read and understand the terms and conditions set forth in this letter and agree to them.

2/17/23  
Date

Randy J. Spencer  
Randy J. Spencer - Client